

property acquired anterior to the passage of the Act" of which Article 4th is an integral portion, to wit, 27th April, 1846.

2nd. The more minute powers of the Board for organization, and to carry out these objects, are specified and conferred; as the power to meet and adjourn, to appoint clerks, to summon parties and enforce mandates, to administer oaths, and to issue commissions for taking testimony. These are auxiliary to the powers and objects of the Board respecting land titles, which it is created to confirm or reject definitively.

3d. The principles by which the Board are to be governed in deciding certain questions, (i. e.) "Prescription occupancy, fixtures, native usages in regard to landed tenures, water privileges and rights of piscary, the rights of women, the rights of absentees, tenancy and sub-tenancy, primogeniture, and rights of adoption," are to be those "Established by the civil code of the kingdom," which the general provisions of the Act to organize the Executive Department, section 3d, defines as follows:—"Until the passage of the civil code, the principles of the foregoing Act, and the prescriptions of all the civil statutes now existing, not at conflict therewith, shall serve and be binding as a civil code for this kingdom, of which the courts of justice shall take notice in administering the rights to which they are applicable."

A wide latitude is thus left to the Commissioners, who must, in passing upon the merits of each claim, first elicit from credible witnesses, the facts or history of each; and then assort or reconcile those facts to the provisions of the civil code, whenever there is a principle in past legislation applicable to the point under consideration; but when no such principle exists, they may judicially declare one, in accordance with ancient usage, and not at variance with any existing law, nor at variance with the facts, and altogether equitable and liberal.

4th. From the fact that His Majesty, the intrinsic proprietor, has reposed in this Board such power of confirming or rejecting, the Commissioners must infer that he intended the utmost liberality to prevail towards the claimants, rather against the pecuniary interests of the body politic than against those of the claimants. But,

5th. The Commissioners do not understand that in virtue of such latitude, they are at liberty to disregard certain restrictions contained in the same Act, by the 4th Article of the 7th chapter of the first part of which they are created. For the same legislature by whose authority they exist, has elsewhere limited them as follows:

1st. Aliens are not allowed to acquire any allodial or fee-simple estate in lands.

2d. No leasehold estate shall be considered validly acquired by any alien "until he shall have obtained a certificate of nationality, as in this" the first article of chapter 5th required.

6th. The Commissioners are only authorized by the Act to ascertain the claimants' kind and amount of title, and to award for or against that title, "wholly or in part." They are not authorized to grant leases or patents, or to receive the commutation allowed by section 10th. Yet since the government share in the land confirmed has intimate connection with the amount of the claimant's title, the Commissioners must ascertain and report upon that share, for the guidance and information of the Minister of the Interior.

7th. Connected with each claim for land, is its configuration and superficial contents, without the ascertainment and demarcation of which, it was impossible to make an award, or to quiet the title as between neighboring proprietors. The Board is therefore under the necessity of causing each piece of land to be surveyed at the claimant's expense, before awarding upon it. This is clearly contemplated by the 12th section of the law, among the "expenses incidental to the proposed investigation."

The following benefits will result from these investigations and awards:

1st. They will separate the rights of the King and government, hitherto blended, and leave the owner, whether in fee, or for life, or for years, to the free agency and independent proprietorship of his lands as confirmed. So long as the King or government continue to have an undivided proprietary share in the domain, the King's and Premier's consent is necessary by the old law to real sales, or transfers from party to party, and by parity of reasoning to real mortgages also. This is because of the share which government or the body politic has in the lands of the kingdom uniformly. To separate these rights, and disembarrass the owner or temporary possessor from this clog upon his free agency, is beneficial to that proprietor in the highest degree, and also to the body politic; for it not only sets apart definitely what belongs to the claimant, but untying his hands, enables him to use his property more freely, by mortgaging it for commercial objects, and by building upon it with the definite prospect that it will descend to his heirs. This will tend more rapidly to an export, and to a permanency of commercial relations, without which, there can never be such a revenue as to enable the government to foster its internal improvements.

2nd. The patents or leases given to claimants, are for certain fixed and ascertained extents or dimensions of land. This must prevent after litigation in regard to boundaries. All parties having been cited before awarding, there can be no counter claims to the same piece of land after award, except on appeal, and such appeal cannot be taken, except by a party who has presented his claims to the Board.

The patents and leases are recorded in duplicate in the department of the Interior. This will enable the foundation of every one's right to be known to the government, and inquiring parties. No pretended ownerships can exist without the means of undeceiving the public in regard to them. Subsequent purchasers and mortgagees need not be in ignorance of prior defects in the title, or of prior incumbrances.

The undersigned deem the foregoing prefatory remarks and explanations necessary to a clear understanding of the awards upon which they are about to enter, and indispensable to which awards, it is necessary to lay down the following general principles, to which they have arrived by critical study of the civil code, and careful examination of numerous witnesses; among whom are some of the oldest chiefs, possessing large tracts of land, which equally with other lands, come under the adjudications of the Board, and under the principles here laid down.

The chiefs so situated, cannot have a personal interest in testifying to the facts lead-

ing to these principles, since they thereby clog their own rights, and become liable to pay the commutation to which the King and government are entitled. Native proprietors and foreign residents are thus put upon the same footing in regard to their titles, in consistency with Article 2d of the treaties concluded with Great Britain and France, 20th March, 1846.

1st. For the purposes of this Board in all cases where the land has been obtained from the King or his authorized agent, without written voucher, anterior to the 7th of June, 1839, the Board will inquire simply into the history of the derivation; and if the land claimed has been continuously occupied, built upon, or otherwise improved since that time, without molestation, the Board will, in case no contests exist between private claimants, infer a freehold, less than allodial.

2nd. In all such cases as above specified, when there are counter claims to the same piece of land, the Board will confine their inquiry to which of the claimants has the freehold, less than allodial.

3d. In all cases where the land has been obtained from the King, or his authorized agent, or from any governor, chief, or pretended proprietor, subsequently to the 7th of June, 1839, the Board will strictly inquire into the right of the King, or chief, or landlord, to make such disposition of the land; and will confirm or reject, according to the right of such donor, grantor, or lessor, regardless of consideration, occupancy or after improvements.

4th. In all cases where the land has been legally and validly obtained from the lawful proprietor, by written grant, deed, or lease, the Board will construe the claimant's rights by the wording of the instrument.

5th. When rights were originally acquired either in writing or verbally, in a lawful manner, and from the bona fide owner, for a valid consideration or otherwise, and yet were never occupied, or have not been occupied by such claimant since the 7th of June, 1839, the Board will infer an absence of title. Especially in view of section 6, chapter 3, old law.

6th. The share of government, or the body politic, to be commuted for with the Minister of the Interior, by any confirmed claimant wishing to obtain a fee-simple title under chapter 7 of part first of the Act to organize the Executive Departments, this Board understand, from the evidence adduced before them, to be one third part of the value of the land, without improvements, which third part of unimproved value, being paid by the confirmed claimant, should extinguish the private rights of the King in the land, and leave such claimant an allodium, subject only to the corporate rights of the body politic, to be exercised by the King under authorization of the laws, and through the agency of his officers created by the laws. The Board, in asserting this principle, do not mean however, to restrict the power of His Majesty in Privy Council, to fix upon a less commutation, under section 10th of the Article creating this Board, and subject to the private rights of tenants, if there be any on the land; for the King has no power to convey away the rights of individuals without their consent. They deem it their duty to state the maximum value of the interest retained in all lands of the kingdom at this date, which was never relinquished, and which the government to this day has never received any valuable consideration for, even from the private chiefs from whom the claimants derive.

Claimants cannot derive more than the original proprietor had, neither could the original proprietors grant more than they had to the present claimants. They had a possessory right under the Crown, equal to two thirds undivided of the value of the land, provided there were no tenants; and in consideration of the undivided third of the King, they paid an annual rent, in produce of the soil, and in service. The foreign claimants, deriving from these, have not, in all cases, paid the rent which was due from their grantors, and have lost sight of the corporate rights in their lands, pertaining originally to the government. That rent can be sold by the Minister of the Interior, for not exceeding one third of the unimproved value of the land as aforesaid, which would divest the land so commuted for of all interference, save that of the community, for the causes and in the way aforesaid.

7th. The titles of all lands, whether rightfully or wrongfully claimed, either by natives or foreigners, in the entire kingdom, which shall not have been presented to this Board for adjudication, confirmation or rejection, on or before the 14th day of February, 1848, are declared to belong to this government, by section 8th of the Article creating this Board. Parties who thus neglect to present their claims, do so in defiance of the law, and cannot complain of the effect of their own disobedience.

Upon these principles, the undersigned proceed to take up the claims now before them in the order of their presentation.

(Signed,) WILLIAM RICHARDS,
JOHN RICHARD,
J. Y. KANEHOA,
JOHN II,
Z. KAAUWAI.

HALL KAUWAI, August 29, 1846.

RESOLUTION OF THE LEGISLATIVE COUNCIL.

The principles adopted by the Board of Commissioners' quiet land titles, under date of August 30th, 1846, having been read before the Nobles and Representatives of the people, in Legislative Council assembled, and having been carefully considered, it was,

Resolved, That the same are hereby approved; and it is enacted, that from the date hereof, all claims for landed property in this kingdom shall be tested by those principles, and according to them be confirmed or rejected.

KAMEHAMEHA.
KROSI ANA,
Council House,
Honolulu, October 26th, 1846.

HONORABLE TESTIMONY.—The Chaplain of the frigate Congress, which lately left the Sandwich Islands, says:

"The missionaries were very hospitable and attentive to us. We visited all their schools and were highly delighted. I spoke in their great stone church to some three thousand persons, on the Christian sympathy felt in the United States for them—and then told them Commodore Stockton was present, and I hoped he would consent to address them—he was sitting by the side of the King—came forward and spoke for an hour with fervency and effect, on the benefits of the Christian Religion, etc. The king and chiefs came up at the close, and thanked us for our addresses. We raised two hundred dollars on board our ship to aid the Seamen's Chapel at the Port of Honolulu."—[N. Y. Journal of Commerce.

Law Calendar.

(Reported for the Polynesian.)

COURT OF OAHU.—June Term.—Judge LEE on the Bench.

FERNANDO A. UNDERWOOD v. JOHN RICORD.

In our last number we promised to give a detailed history of this case, the present week—but the evidence is so voluminous, and the arguments of counsel so lengthy, that we find it impossible to give much more than the charge of the judge, which contains the main features of the case.

On the part of the defendant it was admitted that he had received the \$14,800, claimed by plaintiff, and that he had not paid it over, but he contended that he had not retained it unjustly.

1st. He claimed that he was entitled to \$10,000 by the contract made by Underwood, wherein it is expressly stated that plaintiff will pay defendant "the just and full sum of ten thousand dollars, lawful money of the United States, so soon as the said claim shall have been established and secured, whether the sum awarded to the said party of the first part be more or less—provided that at least ten thousand shall have been awarded."

2nd. Defendant contended that he was entitled to the balance of \$4,800 on account of expenses to a far greater amount, incurred by him in procuring witnesses, testimony, &c., which by the contract, Underwood was to furnish.

Plaintiff 1st denied that defendant was entitled to the \$10,000, on the ground that according to his own statements, he had failed to establish and recover the claim, which by the contract he was bound to do.

2d. Plaintiff denied that defendant was entitled to set off the expenses incurred by him, as he had not shown that these expenses were such as Underwood was bound to pay.

His Honor charged the Jury in the following words:—

Gentlemen of the Jury, this is an action of implied assumpsit, brought by the plaintiff, Fernando A. Underwood, to recover the sum of \$14,800, which he alleges the defendant, John Ricord, has had and received to and for the use of the estate of Jehu Underwood, over which estate he, Fernando A. Underwood, is administrator. A plain statement of the facts appears to be as follows: John Ricord, being an Attorney of the Supreme Court of the United States, located in Florida, and practicing in Noansville, on the 16th of July, 1840, entered into a contract with Fernando A. Underwood, whereby he engaged to recover a certain claim which the estate of Jehu Underwood had against the United States Government for damages done by the troops of the U. S., to mills and other properties, in the years 1812 and 1813. For the recovery of the claim he was to have the sum of \$10,000, and Underwood was to furnish the necessary money and documents to substantiate this claim. Under the contract, it seems that Ricord proceeded to work and collected the necessary testimony, presented the claim, and recovered at the hands of Judge Erson, an award of \$39,250. This was in November, 1840. Afterwards Judge Bronson discovered that he had allowed too much for damages done to certain properties, and in December, of the same year, he rescinded the award of these damages. With this award Ricord proceeded to the city of Washington to lay the same before the Secretary of the Treasury, because, you will understand that the law under which these claims were to be settled, declares that the claims should be paid according to what certain judges awarded, if the Secretary of the Treasury deemed them just.

Ricord proceeded to Washington to lay his claim before the Secretary of the Treasury to ascertain whether it was just or not. He decided that Underwood should receive only \$3,000, and that as to the allowance of the balance of the award, further evidence should be taken. Ricord travelled back to Florida, gathered new evidence, and afterwards returned to Washington and laid the matter again before the Secretary of the Treasury, and was awarded \$14,800, in addition to the \$3,000. Then, John Ricord has received the sum of \$14,800, belonging to the estate of which Fernando A. Underwood is the Administrator. He has received it, and now the burden of proof lies on him to show that he is entitled to the same, or has disbursed it for the use of the estate in a satisfactory manner. To do this, he brings in his contract and claims that under the contract, he is entitled to the said \$14,800, and that you, as jury, have not performed your part of the contract; you were to collect the claim and you have not done so.

Here, then, arises one of the most important questions in the case. What does this word "claim" mean? Does it mean any certain sum, or does it mean an unliquidated sum? Which does it mean? It certainly could not have meant the \$39,250 or the \$14,800, because at the time of the contract those sums were not in existence, the award not having been made. In my mind, it is clear that it refers to whatever Ricord might recover. But granting this, the plaintiff says, you have not recovered what you might have recovered; you have recovered something, but you might have recovered more. This, gentlemen, is for you to determine. According to the said contract, authentications from the Treasury Department of the United States, (I will read to you,) it appears from this that \$14,800 was all that was justly due, in the opinion of the Secretary of the Treasury, and all he could have recovered.

The plaintiff contends that according to Ricord's own letter to Hon. David Levy, he could have recovered more. Possibly, he might have recovered more, but that is not the question. But if that letter is evidence in part, it is evidence in whole; it was offered by the plaintiff himself, and with the permission of the parties, I shall hand it to you, gentlemen, in connection with the contract, that you may weigh them well, and determine whether the defendant is, or is not entitled to the \$10,000.

But allowing the \$10,000 to be well accounted for, still there remains \$4,800 unaccounted for. With regard to this, the defendant contends that plaintiff was to collect evidence and necessary documents, etc., but that he did not do so, and that he, Ricord, was obliged to do so, and that he had to spend large sums of money in so doing, which should be allowed him as an offset to the \$4,800. He first offers a receipt of General Duff Green, dated 18th May, 1841, for \$750. This reads as follows: "Received of John Ricord, Esq., seven hundred and fifty dollars as a fee in the case of Jehu Underwood; administrator v. United States, for indemnity under the Spanish Treaty of 22d February, 1819." And he next offers another receipt of the same tenor, under date of September 8th, 1841, of General Duff Green for \$2,950. Likewise, the receipt of F. A. Dickens, for his services. Also a receipt of Brent & Brent, and another of H. E. Dent, for their professional services, and the last so from Thos. Allen for printing; making in all the sum of \$4,155, which he has undoubtedly paid, as part of the expenses. He contends this should be allowed him. Gentlemen, it cannot be allowed him by the terms of the contract with Underwood. That contract is as follows:—I will read it entirely. (His Honor here read the contract.) Underwood was to procure testimony, there is no doubt about that, but he was not to pay for counsel fees. This charge, Ricord was to pay for himself, as I understand the contract, and therefore, he cannot claim remuneration for this amount from plaintiff.

It appears by certain letters that Ricord was constantly paying for the expenses necessary to prosecute the suit. He has offered some testimony on that point, and doubtless he did pay some of the expenses which Underwood ought to have paid. In the affidavit made in Washington, 3d May, 1841, he states that he had paid expenses which Underwood ought to have paid. "These and other matters, are points which you will weigh, and after weighing them with candor and impartiality, give them such weight as they may deserve. There is a demand of \$400 for counsel fees in favor of Messrs. Gould, for professional services, before Ricord took the case in hand, which he paid agreeable to plaintiff's order, and I think that certainly he should be allowed this \$400. He did not bind himself by the contract to pay any thing for counsel fees accrued previous to his undertaking to recover the claim. He has shown by the testimony of Judge Turill that he owes Judge White the sum of \$2,381 50, for which he has given a promissory note, now in the hands of Judge Turill for collection. This was for testimony, or the expense of taking testimony. So he stated some time before he appeared in this suit. He told Mr. Turill so in April last. You have heard the evidence collected before Judge White, and have also heard the evidence of Mr. Turill. If upon considering this testimony you shall think this sum of \$2,381 50, was for evidence which Underwood should have furnished, then Mr. Ricord should most undoubtedly be credited with the amount in reduction of the \$4,800, or 14,800, according as you decide with regard to the \$10,000.

Defendant's counsel read a bill of expenses and Ricord has sworn to it before Judge Andrews, by which Mr. Ricord makes his expenses to have amounted to nearly \$13,000. There enter into it the charges of General Duff Green, the charge of Judge White, the charge for board and for the pistols spoken of, etc. This bill is no evidence, and you should not regard it. There is no evidence that these pistols were paid for by Ricord, or that he is to leave derwood's board. It is merely inferred from the poverty of Underwood.

I have thus stated some of the most important points and facts in the case.

First the defendant has received the \$14,800, beyond all doubt. Now has he satisfactorily accounted for that sum? Is he entitled to the \$10,000 under the contract? If so, then has he shown to your satisfaction that he has expended the remaining \$4,800, in behalf of Underwood in getting testimony, &c., which plaintiff was bound to supply? If he has, he should receive a verdict at your hands. If, on the other hand, he has retained any part of the \$14,800, and not sufficiently accounted for it, then you should give a verdict in favor of the plaintiff, for the amount not accounted for, with interest at 8 per cent.

This case, gentlemen, is one of great importance—of equal importance to both parties. It involves a great amount of money; it also involves as has been said, the character of the defendant. If the plaintiff lose, he loses a little fortune, and it is a case which if decided against the defendant, may burden and stain him for life. There is no occasion for concealing the fact, that it is a case which has involved some personal feeling, and excited the interest of the community at large. But this is no ground for interest is nothing to us. We are to do what justice demands, let the axe fall where it may. If the plaintiff is entitled to the \$14,800, or any part thereof, let him have your verdict for that amount. If the defendant has shown himself innocent of unjustly retaining any portion of this money, then give him a verdict. I am happy in believing, gentlemen, that neither party in this case desires to do anything but justice. The spirit in which the case has been conducted, does great credit to all the parties. They deserve the thanks of this Court and the community, for the very liberal and dispassionate manner in which they have conducted themselves.

It has been contended on the part of the defendant, that he has been taken by surprise; that he is at a great distance from the scene of these transactions, and that his evidence is not what it might have been. This is deserving of your attention, but both parties are under an equal disadvantage in this respect.

Gentlemen, view the case in every light—give it that cool, sober and dispassionate reflection its importance demands. Weigh it with more than common candor and impartiality, and as you find the truth to be, so render your verdict.

I feel that it is impossible for me in this hasty glance to touch upon all the important facts and points in the case; but if you wish any further instruction as to facts or law, you are at liberty to return into Court at any time and receive such instruction in the presence of the parties.

With these remarks, gentlemen, I leave the case in your hands, in the language of your oath, to "Well and truly try the same, and verdict give according to the evidence and the law."

The undersigned, Jurors in the case of Fernando A. Underwood by his Attorney, J. F. B. Marshall, v. John Ricord, under all the circumstances of the case, and taking fully into consideration the evidence adduced, are unanimously of opinion that the said F. A. Underwood has not just claim whatever to the said \$14,800, and we do hereby most fully and honorably acquit him the said John Ricord, of all indebtedness to the said F. A. Underwood, and therefore give our verdict in favor of the defendant.

Geo. T. Allan, Foreman, Madison Clarke, A. Barron, James Campbell, William French, James Smyth, F. Rodriguez Vida, Henry S. John, J. Smith, I. S. Hart, Daniel P. True, James F. B. Marshall, for Plaintiff, John R. Jasper and J. B. DeFennes, for Defendant.

A CHINESE STEAMER.—From one of the late Nos. of the "Chinese Repository," we learn that the Chinese are building a small steamer by way of experiment.

The China Mail also gives the following account of intercourse between the excellencies Kiyung and Mr. Everett, soon after the arrival of the latter at Canton, in October.

"At the appointed time Mr. Everett, accompanied by P. S. Forbes, Esq., U. S. Consul for Canton; Rev. Dr. Parker, Secretary and Chinese Interpreter of the Legation; Captain Paulding of the U. S. S. Vincennes, with several of his officers, and some other American gentlemen, repaired to the place of meeting. His Excellency was received with cordiality by the Imperial Commissioner, who was attended by Pwan Tunkwa (Pwan Tsz-shing), Chau Channing (Tung-ling), and several other officers of high rank, with a large suite of soldiers and servants. After the business of the meeting had been transacted, the company were invited to a sumptuous entertainment, prepared in the Chinese and Tartar style. At a proper period, Mr. Everett, after a few remarks on the interesting character of the relations between the United States and China, proposed as a toast 'the health of the Emperor of China,' which was drunk by the company standing. The Imperial Commissioner then proposed the 'President of the United States,' and afterwards the health of Mr. Everett, who returned the compliment by proposing that of the Commissioner. At a subsequent period, Rev. Dr. Parker proposed the prosperity of the great Chinese Empire, to which the Imperial Commissioner promptly added before drinking it 'and that of all the foreign friendly powers.'"

"Various other toasts and sentiments were given in the course of the dinner, which lasted between two and three hours, and passed off apparently to the satisfaction of all parties. His Excellency was saluted from the fort on the south of the river, opposite the Legation, on his return. Mr. Everett subsequently returned to Macao in the Vincennes, which has since sailed for U. S. A."

The Chinese vessel, Kiyung, manned with about sixty hands, half of them Chinese and half European, sailed from Hongkong for England on Sunday the 6th instant, many wishing her *shun fong shun shun*, "favorable winds and favorable waters."

THE POLYNESIAN.

HONOLULU, SATURDAY, JUNE 19, 1847.

The progress of the government towards a more enlightened system of landed tenures, though slow, is both perceptible and sure. Already its effects are felt by the people and they are seeking to secure permanent and indisputable titles to their town lots and farms. So soon as the new system shall have spread over the country, giving the people confidence and security in their landed possessions, with perfect freedom of sale, the increase in the value of property and crops will be rapid. There are many bars to improvement yet to be removed, in the shape of obstacles to free transfers of estates, impolitic taxation, or more strictly speaking, the faults and abuses of the tax gatherers. But all of them are gradually yielding, and we trust the day is not far distant when both the freedom of the subject in relation to all kinds of property, and the mode of taxation, will be upon a par with those countries from which we assume to borrow our policy. Comparisons are sometimes useful in stimulating one nation to exertion by showing in plain figures what another has done. For this purpose, we have got together some statistics relating to several of the West India Islands, which in climate, population, soil, &c., do not excel, and in some respects, particularly in their natural advantages, do not equal those of this kingdom. The West India Islands are subject to diseases of a fatal character, from which these are wholly free; the same is true of atmospheric changes, storms, hurricanes, &c., while the fertility of the soil in proportion to the superficial area, is not superior. The colored population of the West Indies have fewer political, moral and intellectual advantages than the Hawaiians, and we presume, as a mass, are in no whit superior to them. There is an advantage however, and a very essential one, in the great amount of foreign capital invested among them. The proportion of the white to the colored population is several fold more than here, and the fact that all the races blend, multiply, and prosper together to the common advantage of their several islands, is a powerful argument for the introduction of a policy which shall invite more foreign capital and enterprise to seek a home here. We have great hope of the native Hawaiians, but we believe they require to be inoculated with Anglo-Saxon elbow grease to make them "increase and multiply." Sprinkle among them a fair proportion of white agriculturists, and the government does for them the best service within its power. What each of the West India Islands whose statistics we give, has done, we have equal advantages for doing, provided the government second the efforts and desires of people.

JAMAICA.—This island has 6,400 square miles, equal to the entire area of this group. Of its 4,000,000 acres, but 1,000,000 are under cultivation, principally with sugar, coffee, indigo, cotton, pimento, ginger, and cattle breeding farms, all of which are or can be staple products of this kingdom. Population, 385,000, of whom 35,000 are Europeans. Average imports of late, \$8,000,000 per annum; exports, \$14,000,000.

TRINIDAD.—This island is 2,020 square miles in area, or about a third of this kingdom in size. Population 75,000, of whom whites about 7,000. Imports in 1841, \$2,500,000; exports—coffee, 388,363 lbs., sugar, 22,615 hhds., 1,327 tierces, and 4,836 hhds., cocoa, 2,493,302 lbs. Revenue for 1835, \$200,000; expenditures, \$170,000.

BARBADOS.—Area, 166 square miles, population 16,000 whites, 2,700 free blacks, 63,000 slaves. Average annual imports, \$3,300,000; exports, \$3,900,000. It exports annually about 21,000 hhds. of sugar, of 15 cwt. each.

TOBAGO.—Area, 319 square miles, half the size of Maui. Population 250 whites; other races, mostly blacks, 11,498; not half the population of Maui. Products, sugar, molasses, cotton, coffee, indigo, arrow-root, &c., &c. In 1829, its exports were \$730,000; imports, \$200,000.

The present estimated value of its productions is \$3,000,000. What is there to prevent Maui with some encouragement on the part of government for the investment of capital, to rival Tobago? The proportion of whites, by the same ratio, to the native population, need not exceed one fortieth—say 500 honest, industrious men, mostly farmers possessing some capital, both able and willing to live peaceably and advantageously with the natives. Of the 250 whites in Tobago, 100 are regular soldiers, and consequently non-producers.

GUAYANA.—125 square miles; whites, 801, others, 27,200. Annual value of productions, \$4,500,000; coffee, sugar, cotton, and cocoa, being the chief, beside rum, which we trust this soil will never grow cane for.

St. Lucia.—Area, 317 square miles. Population 1,741 whites, 25,000 blacks. Annual value of products, \$3,000,000.

St. Kitts.—Area, 68 3-4 miles, rather less than Nihaui and a little larger than Kahoalawe. Population 25,272, of which, whites 1,612. Imports in 1840, \$660,000; exports, \$1,000,000. Average annual value of productions \$3,500,000.

These examples, which we have gathered in round numbers from Symonds' Colonial Magazine, are sufficient to show what this kingdom under favorable auspices is capable of doing.—We have a territory of 6,100 square miles, and a population of from 90,000 to 100,000, of whom 1,000 are whites. Our annual products of every kind cannot be said to exceed \$500,000, or only about one sixteenth of those of the little island of St. Kitts, possessing but an eighth sixth part of our superficial area, and little better than one quarter of our population. We give these plain facts to show our legislators that Providence has found the means to make their country rich, civilized and prosperous. It lays with them rightly to apply their wisdom to the task of giving those means free scope, and when they are deficient in knowledge or capital themselves, to incorporate it into their country from others, which have both to spare.

TO CORRESPONDENTS.—The communication from Kalaeha, came too late to be used. That topic is for the present buried, and we trust it will partake enough of the doctrine of the Sadducees, as not to rise again.

BENEVOLENT ACT.—A gentleman, not very well dressed, lately entered the office of the Society for the Propagation of the Gospel in London, and without giving his name, handed to the Secretary seven £100 notes.

The following extract from a late paper relative to the improvement in the landed tenures in the ancient Kingdom of Denmark, will be read with interest at this particular juncture, when our government is bestowing upon its subjects, so lately, serfs, a still more liberal system. If servitude have been the custom of Denmark an enlightened and christian country, until within a year past, the Hawaiian policy has little to lose in comparison. Indeed, at the present moment it is in its favor, for it not only invites the natives to procure freehold estates, but actually offers them a premium to do so. Numbers have already done so, and the prospect is, that within a few years, the feudal tenures will go wholly to the board, and their places be filled by clear, independent title-deeds held by the peasantry, and untrammelled by no other laws regarding transfers, than are equally binding upon the nobles with themselves.

REFORM IN DENMARK.—We have recently had occasion, says the Presse, to speak of the condition of the serfs of Galicia, and may have occasion to speak of those of Russia, Hungary and Turkey. For a long time their condition has been the great subject of the North and East. The social war of which the Carpathian mountains has been the theatre, is very far from having diminished the importance of this subject. The Danish Government, which is in law, if not in fact, the most absolute in all Europe, without even excepting Russia, has recently taken some very important steps upon this subject. The condition of the serfs of Denmark is very far from being a wretched one, and the attitude there is relieved by the good condition of the country, and by the mildness of their private manners. But it has been allowed to exist there too long. For several years several nobles have granted, for a certain sum of money, to their peasants, an hereditary title to the land which they cultivate, with only life leases, and from which, at any moment, they are liable to be dispossessed, the government authorizing these grants. But it is now going farther, and it is granting to all the serfs belonging to the crown, every possible facility to enable them to pass from the condition of State farmers to actual proprietors.

Hereafter, all the disposable farms are to be disposed of to the highest bidder, and will become hereditary in the family of the purchaser. Upon the death of each peasant, his farm, which by law reversion and his widow, will be sold at auction, and may be purchased by his heirs at two-thirds of the price fixed by this sale. And if their means will not permit them to succeed at this price, and in spite of the reduction, they are to receive a sum for their dispossession, one third of the valuation price. Those peasants who at the present moment wish to treat with the government for the land they cultivate, may purchase it for two thirds of the price which shall be fixed by valuation, and shall have, moreover, a discount based upon the advantage of the buyer not having to wait till the death of the present possessor for the sale. These are some of the principal conditions proclaimed by a decree of the king of Denmark. The easy circumstances of the peasants will enable them to purchase upon such moderate conditions. Very few consequences will be dispossessed, to which they were even more liable under the old law. The nobility will, no doubt, follow the example which has been set them by the crown. The money which they will receive from these sales will remunerate them for the loss of the *corvee*, always difficult to collect; and thus the last trace of servitude in Denmark will disappear without any disturbance. The provincial legislatures, which this year is to assemble, its duties, the whole of the kingdom, cannot fail to approve of this salutary reform. And it is very much to be desired that this spirit be adopted throughout all the North and East. It would make one danger the less for that part of Europe, which has already too many others to dread.

NEW WORK ON THE HAWAIIAN ISLANDS.—The Rev. Hiram Bingham, so long and favorably known as a missionary at these Islands, proposes to publish by subscription a narrative of what came under his observation here, of which the following is the title:

A RESIDENCE OF TWENTY-ONE YEARS IN THE SANDWICH ISLANDS, OR THE CIVIL, RELIGIOUS AND POLITICAL HISTORY OF THOSE ISLANDS. Comprising a practical view of the Missionary operations, connected with the introduction and progress of Christianity and Civilization among the Hawaiian people. By HIRAM BINGHAM, A. M., Member of the American Oriental Society, and late Missionary of the American Board.

When the Sandwich Islands were first discovered by Captain Cook, their inhabitants were found to be rude barbarians, in a state of unimproved heathenism and idolatry; and such they remained till the year 1820, when a little band of American Missionaries were landed on their benighted shores. From that day, they have attracted the attention of the civilized world. Each successive year has awakened new interest, as the nations of Christendom have witnessed the progressive advancement of the Hawaiian people, from the lowest depths of intellectual and moral degradation, to the high enjoyment of civilization and christianity. The